

CONTRACT #25
RFS # 316.02-007
FA # 07-20570-00

**Tennessee Commission on
Aging and Disability**

VENDOR:
**Synergy Software
Technologies, Inc.**

REQUEST: NON-COMPETITIVE AMENDMENT

CY08 8-25-05
#370

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED

1) RFS #	316.02.2007		
2) State Agency Name	Tennessee Commission on Aging and Disability		
EXISTING CONTRACT INFORMATION			
3) Service Caption	SAMS & Beacon software Support		
4) Contractor	Synergy Software Technologies Inc(Now Harmony Information Systems)		
5) Contract #	FA 0720570-00		
6) Contract Start Date			April, 1 2007
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised			April 1, 2010
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised			218,000
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #			FA 0720570-01
10) <u>Proposed</u> Amendment Effective Date (attached explanation required if date is < 60 days after F&A receipt)			April 1 2007
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised			April 1, 2010
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised			262,400
13) Approval Criteria (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service			
The effects of the proposed amendment will be the ability to process Medicaid claim in a more timely fashion. This will allow Medicaid providers to be paid expeditiously. This amendment will also allow the Aging Network to eliminate the continuous duplication of efforts that is now present in the current billing system.			
15) Explanation of Need for the Proposed Amendment			

OCR

APR 07 2008

RECEIVED

The need for this amendment is to streamline the billing process and eliminate duplicate data entry that is present in the current claims processing system. Tncare and the Commission on Aging and Disability both see that there is a need for this amendment as this amendment will allow for a module to be developed that will work with the Commissions current data collection system known as SAMS.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

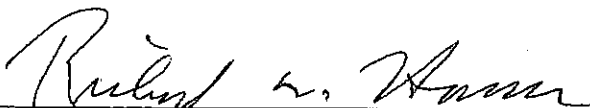
In 1998 at the time of original purchase of this software a competitive procurement method was used for purchasing the Synergy Software Suite since this time the software has matured and developed into an intricate part of the Aging and Disability Network in Tennessee. It is also a necessity for federal reporting across multiple programs that the state administers. Since the state has invested so much time and resources into the ongoing development of this software package there have been no efforts made to seek a new software vendor

21) Justification for the Proposed Non-Competitive Amendment :

The on going development, Support and Maintenance of this software can only be done by Harmony Information Systems. Harmony Information Systems has sole proprietaryship over the software.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

4/02/08

Date

C O N T R A C T S U M M A R Y S H E E T

060706

RFS #	Contract #
316.02—019—07	FA — 07 —20570-01
State Agency	State Agency Division
TENNESSEE COMMISSION ON AGING AND DISABILITY	RECEIVED
Contractor Name	Contractor ID # (FEIN or SSN)
HARMONY INFORMATION SYSTEMS	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 030345510-00

APR 15 2009

Service Description			
Service of on going maintenance, support, and further development of the Commission's already functioning client tracking and resource management software known as Beacon and SAMS.			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
04/01/2007	03/31/2010	Vendor	

FISCAL REVIEW

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS			<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
316.02	20	136	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007		11,504.00			11,504.00
2008		111,232.00			111,232.00
2009		69,832.00			69,832.00
2010		69,832.00			69,832.00
TOTAL:		262,400.00			262,400.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Perry Register 741-2056
07	11,504.00		State Agency Budget Officer Approval
08	68,832.00	42,400.00	<i>Perry E. Register /cm</i>
09	68,832.00	1,000.00	
10	68,832.00	1,000.00	
TOTAL			
218,000.00			44,400.00
End Date:	3/31/2010	3/31/2010	Funding Certification (certification required by T.C.A. § 9-4-5113: that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

**AMENDMENT 1
TO FA 07-20570-00**

**BETWEEN STATE OF TENNESSEE
TENNESSEE COMMISSION ON AGING AND DISABILITY
AND
HARMONY INFORMATION SYSTEMS**

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Commission on Aging and Disability, hereinafter referred to as the "State" and Harmony Information Systems, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following provision is added as Contract Section A:

A.8. The Contractor shall provide the state with a module that is incorporated into the states existing electronic case management system. This module will provide automated billing of Medicaid services using the HIPAA 837 Transaction Code Sets. This module must adhere to the following requirements and specifications:

- a. The contractor must develop a module that will process the HIPAA standard 835 using the States Companion Guide (attachment 1)
- b. The contractor must develop a module that will process the HIPAA standard 837 using the States Companion Guide (attachment 2)
- c. The module must be able to process the States 835 supplemental file.
- d. This module must contain the ability to check invoices against plans of care that exist in the current case management system in order to provide accurate claim submission.
- e. The module must identify denied claim and allow for easy resubmission of these claims.
- f. The module shall be based on existing stable technology rather than development technology that is in testing state of the technology life cycle.
- g. The module shall be in compliance with the Health Insurance Portability and Accessibility Act (HIPAA)

A.9. The contractor shall develop a detail data/process analysis that clearly identifies the steps that must be taken to develop the module.

A.10. The contractor will provide the state with custom training Documentation.

A.11. The contractor will work with the state to test all aspects of new development to insure their functionality.

2. Contract Attachment 1 attached hereto is added as a new Contract Attachment.

3. Contract Attachment 2 attached hereto is added as a new Contract Attachment.

4. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:
C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Sixty Two Thousand Four Hundred Dollars (\$262,400.00). This amount shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, hours worked, or materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

4. The text of Contract Section C.3 is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

Service	Year 1	Year 2	Year 3
Develop and Convert existing Database to a State Specific Online Resource databas	\$58,786 One-time Fee	n/a	n/a
Hosting, Updating, licensing, and Maintenance of Online Resource Directory and other exiting support systems.	\$4,596.66 Per Month	\$5,854.16 Per Month	\$5,158.00 Per Month
Development of Client Intake Form	n/a	\$7,908 One-time Fee	n/a
CMS Biller Project Management	\$18000 One-time Fee		
Training Documentation	\$6000 One Time Fee		
CMS Biller Module Development	17400 One Time Fee		

5. The following is added as Contract Section E:

E.9. Contractor Name. All references to "Synergy Software Technologies, Inc." shall be deleted and replaced with "Harmony Information Systems."

The revisions set forth herein shall be effective March 12, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

HARMONY INFORMATION SYSTEM:

Tonya Harmon March 18, 2008
Tonya Harmon, President DATE

TENNESSEE COMMISSION ON AGING AND DISABILITY:

Richard M. Hann 4/6/08
Richard M. Hann, Executive Director DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER DATE
DEPARTMENT OF FINANCE AND ADMINISTRATION

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

**FAX/EMAIL TRANSMITTAL****to Request OIR Procurement Endorsement**

TO : Jane Chittenden, Director
OIR Procurement & Contract Management **FAX # 741-6164**

FROM : Ryan Ellis Information Service Supervisor **FAX # NUMBER**

DATE : March 12, 2008

RFS # 316.02-07-017

RE : Procurement Endorsement — CMS Biller *DEK*

INFORMATION SYSTEMS PLAN PROJECT: N/A**NUMBER OF FAX PAGES (including cover) : N/A**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **Ryan Ellis** at **615-741-2056**.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Attachment 1 Original Contract

Attachment 2 Contract Amendment

Attachment 3 Contract Attachment 1

Attachment 4 Contract Attachment 2

OIR Endorsement :

Mark Bengel (gc)

3/14/08

OIR Chief Information Officer

Date

CY07 6-5-05

REQUEST: NON-COMPETITIVE CONTRACT # 87

APPROVED

per OIR recommendation

Commissioner of Finance & Administration

Date:

FEB 09 2007

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	316.02-007		
2) State Agency Name :	Tennessee Commission on Aging and Disability		
3) Service Caption :	SAMS & BEACON Software Support		
4) Proposed Contractor :	Synergy Software Technologies Inc.		
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	April 1, 2007		
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	A pril 1, 2010		
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	218,000		
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service		
9) Description of Service to be Acquired :	<p>The Co mmission on Aging and Disability would acquire the service of on going maintenance, support and further development of the commission's already functioning client tracking and resource management software known as Beacon and SAMS.</p>		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	<p>The use of Synergy software is recommended by the Administration on Aging which is the federal funding agency for the Commission. Synergy Software, Inc began providing the necessary desktop support including upgrades, data backups, fixes, and customizations to the commission and the 9 sub-grantee agencies when they converted to a web based version of the software that had been in place since 1998.</p> <p>During a recent Comptrollers Audit, it was suggested that the Commission get a contract in place between Synergy Software, Inc. to ensure that Synergy Software, Inc. provide acceptable support ,adequate training and continued expansion of the software as it is needed for the Commission on Aging and Disability's on going reporting requirements.</p> <p>The software has been implemented statewide since 1998 and is used as a case management tool, an Enrollment processing tool, and a financial management tool. The statewide implementation of this software provides uniform data collection and client management</p>		

across all program regardless of the funding stream. The statewide implementation of the Synergy Software also satisfies the federal grant requirement the Commission must adhere to under the Aging and Disability Resource Center Grant.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :

In 1998 the commission bought the Synergy Suite through a competitive Bid Process. As part of this process the Commission reviewed several different Software vendors proposal for developing a specialized client tracking and resource management software system

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Synergy Software Technologies Inc
25 New England Drive
Essex Junction, VT 05452

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

In 1998 at the time of original purchase of this software a competitive procurement method was used for purchasing the Synergy Software Suite since this time the software has matured and developed into an intricate part of the Aging and Disability Network in Tennessee. It is also a necessity for federal reporting across multiple programs that the State administers. Since the state has invested so much time and resources into the ongoing development of this software package there have been no efforts made to seek a new software vendor.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The on going development, Support and Maintenance of this software can only be done by Synergy Software Inc. Synergy Software has sole proprietaryship over the software.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)


Agency Head Signature

2/5/07
Date



STATE OF TENNESSEE
COMMISSION ON AGING AND DISABILITY

Andrew Jackson Building
500 Deaderick Street, Suite 825
Nashville, Tennessee 37243-0860

Nancy C. Peace
Executive Director

TDD 615-532-3893

Voice 615-741-2056
Fax 615-741-3309

TO: Dave Goetz, Commissioner
Department of Finance & Administration

John G. Morgan
Comptroller of the Treasury

FROM: Nancy C. Peace
Executive Director

A handwritten signature in cursive script, appearing to read "Nancy C. Peace", written over the printed name and title.

DATE: January 30, 2007

SUBJECT: Non-Competitive Negotiation in Establishing Contract for SAMS & Beacon
Software Support (Agency Request #316.02-007)

We are requesting authorization to utilize the subject action as the means to create a contract with Synergy Software Technologies, Inc. The maximum total contract cost is estimated to be \$218,000 for a 3-year period beginning with April 1, 2007 and concluding on April 1, 2010. 70% of the funding will come from the federal government with the remaining 30% being provided by State monies.

During a recent audit by the Comptroller's Office, it was suggested that a contract be established with Synergy to ensure adequate support, training, and development. The software systems are products only of Synergy; therefore, obtaining support from their company would be the most practical and only known option for maintaining efficient continuity in use of the software and in achieving the necessary enhancements. The software suite is used regularly and extensively by our nine subgrantee agencies to provide information to this agency.

Attached are the pertinent "Non-Competitive Contract Request" form and an endorsement letter from the Office of Information Resources. With approval of this request, Synergy Software Technologies will be contacted and our agency will seek the best pricing for their services.

NCP/bp



FAX TRANSMITTAL

TO : Bill Ezell, Chief Information Officer
Office for Information Resources **FAX #** 532-0471

FROM : Ryan Ellis, IT Supervisor **FAX #** 741-3309

DATE : August 2nd 2006

RFS # 316.02-0005

RE : Procurement Endorsement — Synergy Software Inc Contract

NUMBER OF FAX PAGES (including cover) : 6

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Ryan Ellis at 741-2056

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

OIR Endorsement :

Bill Ezell

8/7/06

OIR Chief Information Officer Signature

Date

CONTRACT SUMMARY SHEET

060706

RFS #		Contract #	
316.02—019—07		FA-07-20570-	
State Agency		State Agency Division	
TENNESSEE COMMISSION ON AGING AND DISABILITY		RECEIVED	
Contractor Name		Contractor ID # (FEIN or SSN)	
SYNERGY SOFTWARE TECHNOLOGIES, INC		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 030345510-00 APR 15 2008	
Service Description			
Service of on going maintenance, support, and further development of the Commission's already functioning client tracking and resource management software known as Beacon and SAMS.			
Contract Begin Date		Contract End Date	SUBRECIPIENT or VENDOR?
04/01/2007		03/31/2010	Vendor
Mark Each TRUE Statement			
<input checked="" type="checkbox"/> Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
316.02	20	136	11
FY	State	Federal	Interdepartmental
2007		11,504.00	
2008		68,832.00	
2009		68,832.00	
2010		68,832.00	
TOTAL		218,000.00	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> OCR RELEASED JUL 20 2007 TO ACCOUNTS </div>			
State Agency Fiscal Contact & Telephone #		State Agency Budget Officer Approval	
Perry Register 741-2056			
Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)			
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American <input type="checkbox"/> Person w/ Disability <input type="checkbox"/> Hispanic <input type="checkbox"/> Small Business <input type="checkbox"/> NOT minority/disadvantaged <input type="checkbox"/> Asian <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> OTHER minority/disadvantaged			
Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Alternative Competitive Method <input checked="" type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU) <input type="checkbox"/> Other			
Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE COMMISSION ON AGING AND DISABILITY
AND
SYNERGY SOFTWARE TECHNOLOGIES, INC.

This Contract, by and between the State of Tennessee, TENNESSEE COMMISSION ON AGING AND DISABILITY, hereinafter referred to as the "State" and SYNERGY SOFTWARE TECHNOLOGIES, INC., hereinafter referred to as the "Contractor," is for the provision of Service of on going maintenance, support and further development of the Commission's already functioning client tracking and resource management software known as Beacon and SAMS, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION.

Contractor Vendor Identification Number: 030345510

Contractor Address: 25 New England Drive, Essex Junction, VT 05452

Contractor Place of Incorporation or Organization: VERMONT

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor will provide the state with a statewide interactive resource database System that adheres to the following requirements and specifications:
 - a. The State requires the contractor to provide and maintain a web-based online consumer information resource, personal assessment, and directory of services system for people who are aging and people with disabilities.
 - b. The online consumer information, assessment and directory system shall provide 24 hour direct access through the World Wide Web to any member of the public who wishes to assess services or long term care needs for themselves or others that are available in their community.
 - c. The system shall allow consumers and other users to search for information in a variety of ways, such as search by zip code, county, type of service, or keyword.
 - d. The system will provide the consumer/user to provide online feedback for quality assurance purposes
 - e. The contractor shall issue and maintain passwords and permissions to individual participating provider accounts, so that they may update their information online.
 - f. Provider information data base shall include at a minimum the name of the provider/agency, the service location address, contact person, phone number, email address if available, hours of operation, types of services provided, any restrictions on participation, any special accommodations for participants, ages served, availability of slots, acceptable payment methods, information regarding licensing/accreditation/certification if applicable, and method for complaints/dispute resolution as well as any other pertinent information that will allow a consumer to receive services in an expeditious manner.
 - g. The system shall be based on existing stable technology rather than development technology that is in testing state of the technology life cycle.

- h. The proposed web based system shall not be limited to a particular web browser but be compatible across multiple browsers.
 - i. The web-based system shall be in compliance with the Health Insurance Portability and Accessibility Act (HIPAA)
 - j. The web-based system shall not require any users to purchase special hardware or software.
 - k. The contractor shall provide a detail monthly reports including but not limited to, documenting the number of "hits" the website receives as well as the areas of most activity.
- A.3. The Contractor will have the ability to migrate the data that currently resides with the States current information and assistance database (Beacon), in addition to the resources that the contractor currently has in their Resource Database that applies to Tennessee. There are currently 9 databases located in each of the Area Agencies on Aging and Disability (AAAD) around the state. These databases currently house all data that the AAAD's use to provide Information and Assistance via the phone.

The Contractor must supply the State with a detail plan of how it proposes to implement the States current Information and Assistance databases with their proposed online product.

- A.4. The Contractor shall develop the proposed system to contain a concise and simple self-assessment tool that consumers and others may use to assess needs for themselves or others. The self-assessment tool will provide instantaneous results suggesting appropriate services and current information based on the assessment information and provider/resource information in the database. The results shall also provide the name and address of participating providers of those services in a geographic area defined by the consumer/user. The web-based system shall contain a driving direction tool or link to such a tool the consumer/user may use to help locate the provider(s) they choose.
- A.5. The contractor shall develop the capability for consumers to electronically submit forms that then can be processed by appropriate providers
- A.6. The Contractor shall develop a plan of action that clearly states how they will provide hardware, software, technicians and technical assistance to and maintain the database and keep it available 24-hours as required. In addition to this the Contractor will also provide the State with an Emergency Action plan that will state the procedures that will be taken in order to secure data within the database in the event of an emergency.
- A.7. The contractor shall maintain records relating to the project and shall make the records available upon request to authorized persons. The respondents shall clearly describe their plan and ability to retain records and make them available as required, but in compliance with HIPAA.

B. **CONTRACT TERM:**

This Contract shall be effective for the period commencing on April 1, 2007 and ending on March 31, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. **PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Eighteen Thousand Dollars (\$218,000.00). This amount shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder

regardless of the difficulty, hours worked, or materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

- C.2. Compensation Firm. The maximum liability of the State under this Contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

Service	Year 1	Year 2	Year 3
Develop and Convert existing Database to a State Specific Online Resource database	\$58,786 One-time Fee	n/a	n/a
Hosting, Updating, licensing, and Maintenance of Online Resource Directory and other exiting support systems.	\$3,596.66 Per Month	\$4,854.16 Per Month	\$4,158.00 Per Month
Development of Client Intake Form	n/a	\$7,908 One-time Fee	n/a

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this

Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed

or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Ryan Ellis, Information Resource Specialist
Tennessee Commission on Aging and Disability
500 Deaderick St, Suite 825 Nashville, TN 37243-0860
ryan.j.ellis@state.tn.us
Telephone # 615-741-2056 FAX # 615-741-3309

The Contractor:

Stan Eames, President

Synergy Software Technologies, Inc.
25 New England Dr. Essex Junction, VT 05452
seames@synergysw.com
Telephone # 802-878-3514 ext. 43 FAX # 802-288-9504

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.6. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the

Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

IN WITNESS WHEREOF:

SYNERGY SOFTWARE TECHNOLOGIES, INC.:



CONTRACTOR SIGNATURE

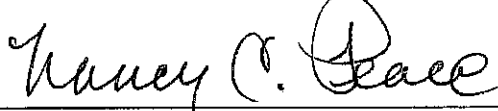
7-10-07

DATE

Stan Eames, President

PRINTED NAME AND TITLE OF AUTHORIZED CONTRACTOR SIGNATORY (above)

TENNESSEE COMMISSION ON AGING AND DISABILITY:



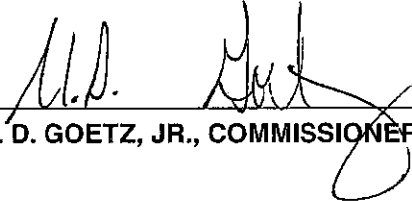
Nancy C. Peace, Executive Director

7/12/07

DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:



M. D. GOETZ, JR., COMMISSIONER

7/16/07

DATE

DEPARTMENT OF PERSONNEL:

11A

DEBORAH E. STORY, COMMISSIONER

DATE

COMPTROLLER OF THE TREASURY:

John G. Morgan

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

7-19-07

DATE